

**IN THE DISTRICT COURT OF WASHINGTON COUNTY
STATE OF OKLAHOMA**

JASON CARSTENSEN,
Petitioner,

Vs.

ANTHEM VAULT, INC.
Respondent,

)
)
)
Case No. CJ-2023-292

DISTRICT COURT WASHINGTON CO OK
JILL L. SPITZER, COURT CLERK
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BY *[Signature]* DEPUTY
DEC 22 2023

PETITION FOR STIPULATED JUDGMENT

Comes now Jason Carstensen, Petitioner by and through his attorney, John Whitworth, and states as follows:

1. Petitioner and Respondent have resided in Oklahoma for more than six consecutive months immediately preceding the filing hereof and Petitioner has been a resident of Washington County for more than thirty days immediately preceding the filing hereof.
2. This Court has jurisdiction and venue to hear and rule in this matter.
3. That on or about the 16th day of November 2022 Petitioner properly executed a wage claim form with the Oklahoma Department Labor against Respondent.
4. That on or about the 28th February 2023 the Oklahoma Department of Labor issued an Administrative Order of Determination finding that Petitioner was owed sixty-three thousand dollars (\$63,000.00) in back pay and liquidated damages in the amount of sixty-three thousand dollars (\$63,000.00) for a total determination of one hundred twenty-six thousand dollars (\$126,000.00). See Exhibit 1.
5. That on or about the 27 day of June 2023 the parties entered into a Release and Settlement Agreement which terms included that Respondent would pay ninety thousand dollars (\$90,000.00) on or before September 30, 2023. See Exhibit 2. That on or about the 27th day of June 2023 the parties additionally entered into a Stipulated Judgment whereby if the Respondent failed to complete the terms of the Release and Settlement Agreement the Respondent agreed the Washington County District Court would enter a judgment against Respondent for the benefit of Petitioner in the amount one hundred twenty-six thousand dollars (\$126,000.00). See Exhibit 3.
6. That the Respondent has failed to meet the terms of the Release and Settlement Agreement by failing to pay ninety thousand dollars (\$90,000.00) on or before September 30, 2023.
7. That on or about the 13 day of October 2023 the Respondent attorney of record duly signed for registered mail from Petitioner's attorney informing the Respondent that Respondent was delinquent in meeting the terms of the Release and Settlement Agreement. That to this date Respondent has failed to respond to said letter. Exhibit 4.

Wherefore, Petitioner respectfully requests that the Court entered the above as findings of the Court and that the Court entered a judgment against Respondent in favor of the Petitioner in the amount of one hundred twenty six thousand dollars (\$126,000.00) and that Petitioner be granted any and all reasonable attorney's fees and granted all relief above set forth; and that Petitioner be granted all other ancillary and incidental relief to which Petitioner may be entitled as is warranted by the evidence and circumstances presented.

Respectfully submitted,



John Whitworth, OBA #18157

Attorney for Petitioner

809 S. Osage Ave.

Bartlesville, OK 74003

Tel.: 918-397-4447

johnmatthewwhitworth@gmail.com

CERTIFICATE OF DELIVERY

This is to certify that on this date, 12 Dec, 2023 a true and correct copy of the above and foregoing document was delivered to Hugh Robert, Attorney at Law, Bank of America Center, 15 W. 6th St., Suite 2800, Tulsa, OK 74119.



John Whitworth, OBA #18157

EXHIBIT 1



FILED DEPT. OF LABOR
OKLAHOMA CITY, OK

FEB 28 2023

Before the Oklahoma Department of Labor
Leslie Osborn, Labor Commissioner
State of Oklahoma

Leslie Osborn, Commissioner
By Dawn A. Brookins

Re: Anthem Vault Inc
An Oklahoma Employer

Case No: 202300156 RAB
Wage Claim of Jason Carstensen

ADMINISTRATIVE ORDER OF DETERMINATION

After careful investigation, review and consideration of: The Claimant's "Wage Claim Form," attachments and any and all additional evidentiary documents presented, Respondent's "Employer's Wage Claim Response Form", attachments and any and all additional evidentiary documents (if) presented, Labor Compliance Officer (LCO), Robin Brookins, as designee of the Oklahoma Commissioner of Labor, Leslie Osborn, does enter the above and foregoing Administrative Determination on this 28th day of February 2023. Finding as follows:

Determination

In accordance with Title 40, O.S. § 165.1 et seq., 40 O.S. § 197.1 et seq., the Claimant properly filed a wage claim with the Oklahoma Department of Labor for wages. A thorough investigation was completed by a Labor Compliance Officer. Claimant meets the definition of an employee and Respondent meets the definition of an employer in accordance with 40 O.S. § 165.1 and OAC 380:30-1-2:

- 1) Claimant Jason Carstensen filed a properly executed Wage Claim Form with the Oklahoma Department of Labor ("ODOL") on the 16th day of November 2022. Respondent Anthem Vault Inc was mailed a First Notice Letter on the 16th day of November 2022 giving notice of wage claim filed with the Oklahoma Department of Labor.
- 2) The signed Wage Claim Form attests Claimant was employed from February 1, 2021 through November 18, 2022.
- 3) Claimant has executed a proper claim for non-payment of the following wages and/or benefits, as defined in 40 O.S. § 165.1 (4), OAC 380:30-1-5, OAC 380:30-1-6, OAC 380:30-1-8, OAC 380:30-1-9, and OAC 380:30-1-10 and in the amounts indicated herein below. Any necessary corrections and/or reductions have been made by the ODOL, with explanation.

<u>Agreed Rate of Pay</u>	<u>Amount Claimed</u>	<u>Corrected Amounts</u>
Regular Pay	\$128,000.00	\$63,000.00

Explanation of necessary corrections and/or reductions: A Wage Claim Form was received from the Claimant on November 14, 2022 and was filed on November 16, 2022. Claimant claimed \$128,000.00 in unpaid wages (\$80,000.00 in unpaid wages at his original wage rate and \$48,000.00 in back wages for a wage reduction Claimant claimed was temporary). Respondent responded in a timely manner and stated they believed the Claimant was on an unauthorized leave of absence, that he had not performed his job duties according to his employment agreement and that the Claimant spent his time starting his own new business. Claimant was paid a salaried rate of \$8,000.00 bi-weekly from the start of his employment until November, 2021 when his pay was reduced to \$6,000.00 bi-weekly. Claimant was notified of the wage reduction and claims the reduction was to be temporary. No evidence was obtained that the wage reduction was temporary. Claimant did not receive wages for the following pay periods: May 16-31, 2022, June 1-15, 2022, June 16-30, 2022, July 1-15, 2022, August 16-31, 2022, September 1-15, 2022, September 16-

30, 2022, October 1-15, 2022, October 16-30, 2022, October 31-November 13, 2022 and November 14-18, 2022. Claimant is due wages for these pay periods in the amount of \$6,000.00 bi-weekly which totals \$63,000.00 (10 weeks at full pay and one week for his last week of employment). Claimant did receive wages for the pay periods of July 16-31, 2022 and August 1-15, 2022. As per OAC 380:30-1-8 payment must be made for all time worked and may not be conditioned on job performance.

Claimant has rendered services in the regular course and scope of employment, as required in OAC 380:30-1-8(a), and has thereby earned the wages, and/or benefits, and/or deductions, as indicated herein above. It has been determined that a total of \$63,000.00 was earned and due Claimant from May 16, 2022 through November 18, 2022.

- 4) After careful review of all evidence presented in this matter, it is determined wages are due the Claimant Jason Carstensen. Respondent Anthem Vault Inc shall pay wages in the amount of \$63,000.00 subject to state and federal taxes. Further, in accordance with 40 O.S. § 165.3 (B), Respondent shall pay liquidated damages in the amount of \$63,000.00, not subject to withholding by Respondent, Claimant to be solely responsible for any tax liability thereon, for a total determination of \$126,000.00.
- 5) **THE FOLLOWING PARAGRAPH APPLIES ONLY IF THERE HAS BEEN AN AWARD OF LIQUIDATED DAMAGES. IF THERE IS NO AWARD OF LIQUIDATED DAMAGES THIS PARAGRAPH IS OF NO EFFECT.**

Claimant was awarded liquidated damages as set forth hereinabove, in accordance with 40 O.S. § 165.3(B), due to Respondent's failure to establish a bona fide disagreement pursuant to 40 O.S. § 165.4. Respondent failed to meet the following **MARKED** requirements:

Respondent DID NOT pay wages conceded to be due, without condition, within the time required by 40 O.S. §§ 165.2 and 165.3; **AND**

Respondent DID NOT, within 15 days receipt of either a wage claim form from the Department of Labor or written demand from Claimant sent by certified mail, provide Claimant a written explanation of the relevant facts and/or evidence supporting its belief that wages in dispute are not owed; **and/or**

Respondent DID NOT establish a "bona fide disagreement" as defined by the Oklahoma Supreme Court in *Campbell v Independent School District No. 1 of Okmulgee County*, 2003 OK 73, 77 P.3d 1034 (Okl. 2003), because Respondent's belief that claimed wages are not owed is neither honest nor sincere; **and/or**

Respondent DID NOT establish a "bona fide disagreement" because Respondent's reasoning for disputing claimed wages is based solely upon an impermissible action under Oklahoma law rather than honest and sincere factual disagreement; as Respondent, being an Oklahoma employer, is presumed to be aware of Oklahoma's wage laws it cannot claim an honest and sincere belief claimed wages are not owed premised solely upon impermissible action.

Respondent is found compliant with all UNMARKED requirements.

- 6) This determination was issued following the review and consideration of the following documents:
 - a. Signed Wage Claim Form
 - b. Correspondence, documentation and payroll information from Claimant
 - c. Employer's Wage Claim Response Form
 - d. Correspondence, documentation and payroll information from Respondent

Payment in full must be remitted to the Oklahoma Department of Labor payable to the Claimant Jason Carstensen within twenty (20) calendar days of receipt of this Order of Determination.

If the Respondent disputes any or all of the Order for Determination, the Respondent may request a hearing/reconsideration before the Commissioner. The request shall be received by the Commissioner no later than twenty (20) days after receipt of the Order of Determination. The request for a hearing shall be in writing, specify the style and case number for the claim, and be signed by the party requesting the hearing or a representative of the party.

Unless a written request for reconsideration/hearing is received by the Commissioner or the wage claim is paid in full within twenty (20) days after receipt of the Order of Determination, or the order is appealed to district court within the time specified, the Order of Determination becomes a final administrative order by operation of law.

Pursuant to 40 O.S. § 165.7(F), final administrative orders may be recorded by the county clerk in any county of this state and collected as any other money judgement and Claimant may be entitled to recover from the Respondent the costs of such collection, including, but not limited to filing fees, costs and attorney fees.

Dale A. Rywelski
Labor Compliance Officer on behalf of
Commissioner of Labor, Leslie Osborn

NOTIFICATION OF RIGHT TO ADMINISTRATIVE HEARING

You are hereby notified that in accordance with the Oklahoma Protection of Labor Act, 40 O.S. § 165.7, the above and foregoing Agency Determination may be subject to Administrative Hearing. If you choose to request a hearing, your request must be in writing and received by the Oklahoma Department of Labor, Office of General Counsel, 409 NE 28th St, 3rd Floor, Oklahoma City, OK. 73105, or faxed to 405-521-6018, within twenty (20) calendar days from receipt of this notice or the Order becomes final.

EXHIBIT 2

RELEASE AND SETTLEMENT AGREEMENT

This Full Mutual Release and Settlement Agreement ("Settlement Agreement") is entered into effective as of June 27, 2023 (the "Effective Date"), and is made by and between Jason Carstensen, an individual ("Carstensen") and Anthem Vault, Inc., a Nevada corporation ("Anthem"). These entities shall, at times, be referred to herein collectively as the "Parties" or individually as a "Party."

Recitals

A. The Parties are currently involved in an employment dispute initiated on November 16, 2022 and currently pending with the Oklahoma Department of Labor, Wage Claim No. 202300156 (the "Dispute").

B. Carstensen asserts that Anthem failed to pay certain wages he deemed to be earned and due. Anthem disputes Carstensen claims.

C. The Parties have engaged in settlement communications through counsel have agreed to these written terms of settlement.

D. The Parties desire to settle and compromise all claims and issues raised in the Dispute, for Carstensen to give a full release as to Anthem, to provide for non-disparagement clauses and confidentiality clauses relating to the Dispute and the claims settled herein, and to agree to the terms of this Settlement Agreement. This Settlement Agreement is not an admission of liability by any Party and the rights and obligations created in this Settlement Agreement have been determined by the Parties to be a fair and reasonable settlement of the Litigation.

Agreement and Release

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

1. **Consideration.** In compromise of the Dispute, the Parties agree as follows:

- a. On or before September 30, 2023, Anthem will pay and Carstensen will accept the sum of \$90,000.00, in the form of cashier's check or money order, as full and final settlement of the Dispute ("Settlement Payment");
- b. The Parties will execute an agreed Stipulated Judgment in the form of Exhibit A attached hereto, to be held in abeyance and enforceable only after Anthem's failure to cure any stated default.
- c. Within ten (10) days of receipt of the Settlement Payment by Carstensen, Carstensen will notify the Oklahoma Department of Labor and all claims against Anthem related to the Dispute.

d. Each Party to bear its own costs and attorney fees.

2. **Release.** CARSTENSEN, ON HIS OWN BEHALF, AND ON BEHALF OF HIS RESPECTIVE REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY RELEASES, ACQUITTS, AND FOREVER DISCHARGES ANTHEM, AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, FAMILY MEMBERS, EMPLOYEES, REPRESENTATIVES, INSURERS, AGENTS, SUCCESSORS, HEIRS AND ASSIGNS FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, EXPENSES, COSTS, DAMAGES, ALLEGATIONS, SUITS, LIABILITIES AND ANY AND ALL OTHER LOSSES OF EVERY KIND AND CHARACTER, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR INTEREST AND/OR ATTORNEYS' FEES AND COSTS AND LIENS (COLLECTIVELY, "CLAIMS"), WHETHER KNOWN OR UNKNOWN, DISCOVERED OR UNDISCOVERED, EXPECTED OR UNEXPECTED, ASSERTED OR UNASSERTED, THAT WERE RAISED OR COULD HAVE BEEN RAISED IN THE DISPUTE AND/OR RELATING IN ANY WAY TO CARSTENSEN'S EMPLOYMENT WITH ANTHEM AT ANY TIME UP TO THE POINT OF SETTLEMENT.

3. **Compromise.** It is specifically understood by the Parties and agreed that the execution of this Settlement Agreement is not an admission of liability or of any duty owed by or on the part of any person or entity; provided, however, that such denial shall not hinder each Party's performance of its obligations under this Settlement Agreement. The payment of the sums specified herein is intended merely to "buy peace", to avoid the further expense and risk related to the Dispute and to terminate all controversies and claims of and between the Parties relating to the Dispute.

4. **Authority and Non-Assignment.** As a part of the consideration of this Settlement Agreement, each Party expressly represents and warrants that it is legally competent and authorized to execute this Settlement Agreement, that the person executing this Settlement Agreement on the Parties' behalf has full legal authority to do so and that neither Party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims referred to in this Settlement Agreement.

5. **Non-reliance; Joint Drafting.** Each Party acknowledges and agrees that they (i) have separate counsel or have had ample opportunity to retain separate counsel, (ii) have consulted with or have had ample opportunity to consult with its attorneys and experts regarding the terms of this Settlement Agreement and the matters set forth herein, (iii) have had ample opportunity to have its attorneys and experts explain to it the terms of this Settlement Agreement, and that the Party in fact understands the terms of this Settlement Agreement. Each Party is entering into this Settlement Agreement voluntarily and of its own free will. Further, the Parties agree that this Settlement Agreement was jointly and evenly drafted by the Parties and their counsel and, as such, no Party will be entitled to have any wording of this Settlement Agreement construed against another Party as the so-called drafter of the Settlement Agreement in the event of any dispute.

6. **Released Parties have Standing.** The Parties agree that each has standing and is an intended beneficiary of this Settlement Agreement, and shall have standing to enforce this Settlement Agreement.

7. **Choice of Law.** The rights and liabilities of the Parties under this Settlement Agreement shall be interpreted in accordance with and governed by the laws of the State of Oklahoma. The Parties agree that the state and federal courts in and of Washington County, Oklahoma shall be the exclusive forum for any action to enforce the terms of this Settlement Agreement. In any action brought to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

8. **Confidentiality and Non-disparagement.** Each Party shall keep confidential the terms of this Settlement Agreement, except that (1) the Parties may disclose the terms of this Settlement Agreement to their respective attorneys, accountants, auditors, tax advisors and insurers and reinsurers on a need to know basis, on the condition that such persons pledge to maintain and preserve the confidentiality of such terms and agree not to disclose such terms to any other person or entity; (2) the Parties may make such disclosures to their officers, directors, shareholders, members, and investors to the extent reasonably related to the reporting of business and financial matters; (3) the Parties may make such disclosures to any person or entity to the extent reasonably necessary for the purpose of tax treatment or tax law compliance; and (4) the Parties may make such disclosures if compelled to testify in a deposition, administrative proceeding, arbitration hearing or at trial pursuant to an order or subpoena issued by a Court, arbitrator, or other judicial or quasi-judicial officer. Further, the terms of this Settlement Agreement may be disclosed in a court proceeding in the event such is necessary to enforce the terms hereof. In addition, the Parties will not, at any time, publish or communicate disparaging, derogatory or negative statements, comments or opinions about the other Parties hereto, including but not limited to disparaging statements about the Parties' business, services or payments to any third party, nor will the Parties defame, libel, slander or in any way harm or attempt to harm the reputation or goodwill of the other Parties. It shall not be a breach of this section for Parties to testify truthfully in any deposition or judicial proceeding pursuant to valid legal subpoena, or to make statements or allegations in legal filings that are based on the Parties' reasonable beliefs and not made in bad faith.

9. **Headings.** The headings used in this Agreement are inserted solely for convenience and shall not be used to interpret the meaning of this document.

10. **Entire Agreement.** It is understood and agreed that this Settlement Agreement contains the entire agreement and all understandings between the Parties concerning the subject matter hereof and supersedes any and all prior agreements, arrangements, or understandings of whatever nature, if any, between the Parties concerning the subject matter hereof. The Parties further agree that this Settlement Agreement shall not be modified in any way, unless any such modification, amendment or supplement is in writing and signed by each of the Parties.

11. **Counterparts.** This Settlement Agreement may be executed in multiple original counterparts, each of which shall be deemed an original for all purposes and all such counterparts together shall constitute but one and the same instrument, and it is not necessary for all original signatures to be set forth on the same copy of this Settlement Agreement. No single counterpart of this Settlement Agreement need be executed by all of the Parties, so long as each of the Parties shall have executed at least one counterpart.

IN WITNESS HEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below, but effective for all purposes as of the Effective Date.


2023-07-10, 09:37 CDT
Jason Carstensen, an Individual

Anthem Vault, Inc.


Anthem Blanchard
Anthem Blanchard (Jul 11, 2023 09:37 CDT)

Name: Anthem Blanchard

Title: CEO


John Matthew Whitworth, OBA# _____
809 South Osage
Bartlesville, OK 74003
Telephone: 918-397-4447
Email: johnmatthewwhitworth@gmail.com


Hugh M. Robert, OBA #22441
SHERWOOD, MCCORMICK & ROBERT
Bank of America Center
15 W. 6th Street, Ste. 2800
Tulsa, OK 74119
Telephone: (918) 592-1144
Email: Hugh@smr-law.com

EXHIBIT 3

Exhibit A

IN THE DISTRICT COURT OF WASHINGTON COUNTY
STATE OF OKLAHOMA

JASON CARSTENSEN,)
Plaintiffs,)
vs.) Case No.
ANTHEM VAULT, INC.,)
Defendants.)

STIPULATED JUDGMENT

IT IS HEREBY STIPULATED by and between Jason Carstensen, an individual ("Carstensen") and Anthem Vault, Inc., a Nevada corporation ("Anthem") and their respective counsel that the case has been settled on the terms set forth in the Settlement Agreement which provides, in pertinent part, for the making of the following payment by Anthem as follows:

Anthem shall pay to Carstensen the sum of \$90,000.00, in the form of cashier's check or money order, on or before September 30, 2023 ("Settlement Payment").

If the Settlement Payment is not made on the date specified and such failure to make the payment is not cured within ten (10) business days of written notice¹ by Carstensen or his undersigned counsel to Anthem and its undersigned counsel, this Stipulation may be accelerated by the Court as evidence of the breach of the Settlement Agreement and enforced as provided by statute as entry of judgment against Anthem. Such judgment shall be in the amount of \$126,000.00, plus reasonable attorney's fees, minus any payments made by Anthem.

¹ Notice shall be in writing and shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective Party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the Parties as shown on the signature page attached hereto.

Credit for any and all amounts paid will be given, whether in whole or in part, should this judgment be enforced and collected upon, and Anthem shall be entitled to partial or full satisfaction of judgment to the full extent of payments made whether before or after the entry of such judgment.

AGREED AS TO FORM AND CONTENT:

Jason Carstensen, an Individual

Anthem Vault, Inc.

Address: _____

Name: _____

Title: _____

Address: _____

John Matthew Whitworth, OBA# _____
809 South Osage
Bartlesville, OK 74003
Telephone: 918-397-4447
Email: johnmatthewwhitworth@gmail.com



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15 W. 6th Street, Ste. 2800
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Telephone: (918) 592-1144
Email: 11ugh@smr-law.com

EXHIBIT 4

IN THE DISTRICT COURT OF WASHINGTON COUNTY
STATE OF OKLAHOMA

JASON C ARSTENSEN,)	
)	
Plaintiffs,)	
)	
vs.)	C ase No.
)	
ANTHEM VAULT, INC.,)	
)	
D efendants.)	

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¹ Notice shall be in writing and shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective Party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the Parties as shown on the signature page attached hereto.

Credit for any and all amounts paid will be given, whether in whole or in part, should this judgment be enforced and collected upon, and Anthem shall be entitled to partial or full satisfaction of judgment to the full extent of payments made whether before or after the entry of such judgment.

AGREED AS TO FORM AND CONTENT:



Jason Carstensen, an Individual

Address: 5715 Aspen Ave Bartlesville OK 74006

5715 Aspen Ave Bartlesville OK 74006

Anthem Vault, Inc.



Anthem Blanchard (Jul 11, 2023 09:37 CDT)

Name: Anthem Blanchard

Title: CEO

Address: 501 SE Frank Phillips BLVD, Suite 102

Bartlesville, OK 74003



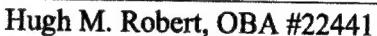
John Matthew Whitworth, OBA# _____

809 South Osage

Bartlesville, OK 74003

Telephone: 918-397-4447

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